



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Reimbursement Agreement #RA-95-04 for Public Improvements for Lodi Town Plaza Shopping Center

MEETING DATE: October 4, 1995

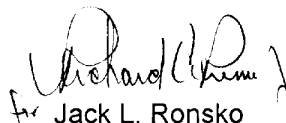
PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council conduct a public hearing to consider Reimbursement Agreement #RA-95-04 for public improvements in Kettleman Lane and along the west boundary of the Lodi Town Plaza Shopping Center constructed with the Lodi Town Plaza Shopping Center.

BACKGROUND INFORMATION: Public improvements required for the development of Lodi Town Plaza Shopping Center were installed by Target Stores in conjunction with the construction of its store on the parcel they had purchased in the Center. The adjacent parcel to the west (APN 027-040-030) benefited from the installation of the off-site improvements as shown on Exhibit 1.

The developer has paid the appropriate application fee and the fees to cover the cost of recording the Agreement. The affected property owners have been notified. The reimbursable improvements consist of a 10-inch water main along the west boundary of the Lodi Town Plaza Shopping Center, an 8-inch sanitary sewer main and street improvements in Kettleman Lane. A copy of the Agreement is attached as Exhibit 2.

FUNDING: Applicant fees and reimbursement fees collected from future development.


for Jack L. Ronsko
Public Works Director

Prepared by Sharon A. Welch, Associate Civil Engineer

JLR/SAW/lm

Attachments

cc: Associate Civil Engineer - Development Services
Target Stores
Phillippi Engineering
E. & O. Anagnos, et al.

APPROVED: _____


THOMAS A. PETERSON
City Manager



recycled paper

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

**REIMBURSEMENT
for
PUBLIC IMPROVEMENTS**

AGREEMENT # RA-95-04

THIS AGREEMENT is made by and between the CITY OF LODI, hereinafter referred to as "City", and TARGET STORES, A DIVISION OF DAYTON HUDSON CORPORATION hereinafter referred to as "Applicant".

RECITALS:

WHEREAS, Applicant is the developer of LODI TOWN PLAZA and has entered into an Improvement Agreement with the City dated March 26, 1993 to construct public improvements needed to serve the development, and

WHEREAS, the Applicant has constructed water mains, sanitary sewer mains and street improvements that will serve additional properties that are designated and shown on the plan attached and labeled Exhibit A to this agreement and indicated thereon; and

WHEREAS, the Applicant has filed a request with the Public Works Director in conformance with Chapter 16.40 of the Lodi Municipal Code requesting reimbursement for those improvements which benefit other property or would be required of those properties upon development, and

WHEREAS, the property owners of those properties shown in Exhibit A have been notified and the City Council has conducted a public hearing regarding the Applicant's request for reimbursement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and pursuant to Government Code Sections 66485 through 66489 and Title 16 of the Lodi Municipal Code, it is hereby agreed between the parties as follows:

- 1. The amount of the reimbursable costs due to the Applicant includes construction costs less any applicable credits plus ten percent (10%) for administrative and engineering design costs as shown in attached Exhibit B.**
- 2. The reimbursable amount shall be recalculated annually to include an amount attributable to interest, using the Engineering News Record (ENR) 20 Cities Construction Cost Index. On uncollected reimbursements, the reimbursement rates shall be calculated in January of each year beginning January 1, 1996 by the following formula:**

(ENR Jan. 1 of current year) ÷ (initial ENR) X (Balance due Jan. 1 of prior year less payments made during the previous year)

The initial ENR index for this agreement is 5506.33. The initial reimbursable amounts are listed below.

Water Main Extension	\$2,160.12/Acre
Sanitary Sewer Main Extension	\$3,607.73/Acre
Street Improvements for Kettleman Lane	\$ 12.92/Front Foot

3. In the event that the benefiting properties shown on Exhibit A develop, the City shall collect the appropriate charges from the developers of the benefiting property and reimburse the Applicant or the Applicant's heirs, successors or assigns, for a period of fifteen (15) years. Any charges collected beyond fifteen years shall be retained by the City.
4. The Applicant has paid the City \$500.00 for the preparation of this agreement prior to approval and recording of this agreement. This fee is based on one percent (1%) of the reimbursable construction costs, excluding engineering, administrative and other costs, with a minimum charge of \$500.00.
5. Upon each collection of reimbursement charges, an administrative charge shall be deducted and retained by the City for administering the reimbursement provisions of this agreement. This charge shall be established from time to time by resolution of the City Council. As of the date of this agreement, the current charge is \$60.00.
6. This agreement shall inure to the benefit of the heirs, successors and assigns of the Applicant. The City shall mail the reimbursement to the last address of the Applicant on file with the Public Works Director of the City. In the event a reimbursement is returned or unclaimed after two (2) years from the date of mailing, the amount of the reimbursement shall revert to the City and be deposited in the appropriate development impact mitigation fee fund.
7. All correspondence and payments herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Correspondence and payments to City shall be addressed as follows:

Jack L. Ronsko
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Correspondence and payments to Applicant shall be addressed as follows:

Dayton Hudson Corporation
Target Stores - Real Estate
33 S. 6th Street
Minneapolis, MN 55402

8. This agreement is entered into pursuant to the provisions of Title 16 of the Lodi Municipal Code and the provisions of that section shall be deemed a part of this agreement.

IN WITNESS WHEREOF, the Applicant and the City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

APPLICANT

DAYTON HUDSON CORPORATION dba
TARGET STORES

09/05/95
Date

Bob M. Mahon

CITY OF LODI, A MUNICIPAL CORPORATION

By: H. Dixon Flynn, City Manager

Date

ATTEST:

Jennifer M. Perrin, City Clerk


Date

APPROVED AS TO FORM:

John Luebberke, Deputy City Attorney

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 5th day of September, 1995, before me, a Notary Public within and for said County, personally appeared Bob McMahon, to me personally known, who, being first by me duly sworn, did say that he is the Senior Vice President, Target Stores, and an authorized signatory of Dayton Hudson Corporation, a Minnesota corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and Bob McMahon acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

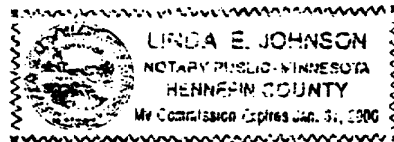


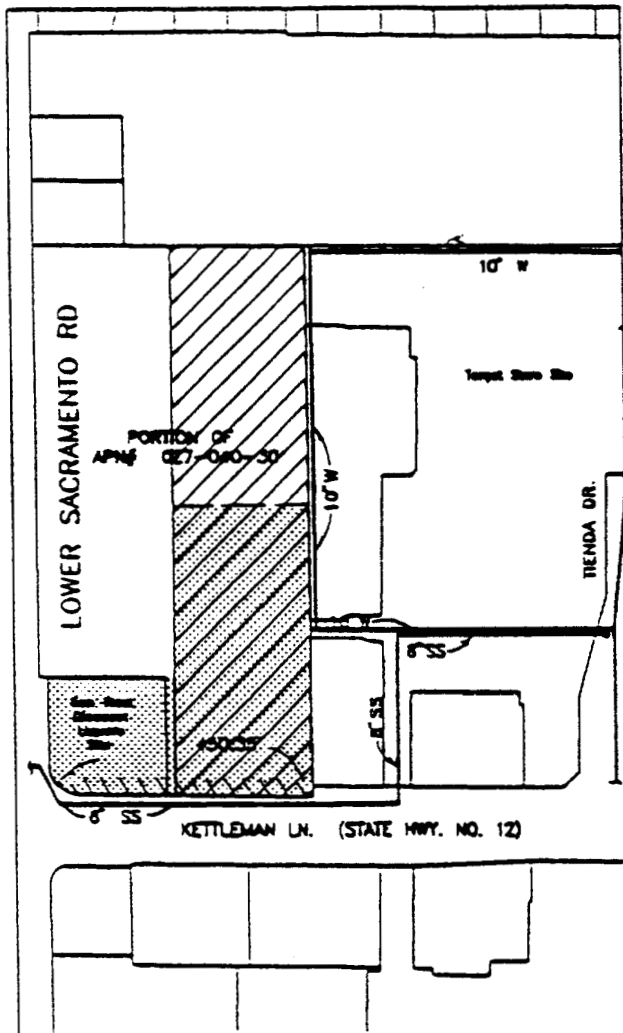
EXHIBIT A



CITY OF LODI
PUBLIC WORKS DEPARTMENT

LODI TOWN PLAZA

REIMBURSEMENT #RA 95-04



N.T.S.

LEGEND:

AREAS OF BENEFIT

SANITARY SEWER

WATER

STREET IMPROVEMENTS

Reimbursement covers improvements shown on approved Drawing No's. 92D125, 92D131 through 92D133.

INITIAL REIMBURSEABLE AMOUNTS (1995)

WATERMAIN	\$2160.12/Acre
SANITARY SEWER MAIN	\$3607.73/Acre
STREET IMPROVEMENTS	\$12.92/Front Foot
(KETTLEMAN LANE)	

REIMBURSEMENT RA# 95-04

City of Lodi
Publics Works Department

Cost Estimate for
Reimbursement Agreement

Development Lodi Town Plaza (Target)

Developer: Target Stores

Engineer: Phillippi Engineering

Cost of Reimbursable Improvements for: Lodi Town Plaza

<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Percent Reimbursable</u>	<u>Total</u>
<u>Street System (Kettleman Lane)</u>					
1. 0.6' AC/1.1' AB	6,350	SF	\$2.35	100	\$14,922.50
2. Subgrade Preparation	6,350	SF	0.16	100	1,016.00
			Subtotal		\$15,938.50
			10% Engineering & Administration		\$1,593.85
			Plan Check & Inspection Fees		\$718.39
			Subtotal		\$18,250.74
			Less City paid credits		\$12,532.18
			Total Street System		\$5,718.56
<u>Sanitary Sewer System</u>					
1. 8" Sanitary Sewer Pipe (VCP)	1,069	LF	\$24.00	21	\$5,387.78
2. 8" Sanitary Sewer Pipe (DIP)	250	LF	28.45	21	1,493.63
3. Sanitary Sewer Manhole	8	EA	1,550.00	21	2,604.00
4. 8" Stub	1	EA	150.00	100	150.00
5. Hand Excavation	1	LS	3,905.00	21	820.05
6. Remove/Replace Pavement	1	LS	1,409.00	21	295.89
7. CalTrans Encroachment Permit	1	LS	650.00	21	136.50
			Subtotal		\$10,887.83
			10% Engineering & Administration (Items 1 thru 6 only)		\$1,075.13
			Plan Check & Inspection Fees		\$484.59
			Subtotal		\$12,447.54
			Less City paid credits		\$0.00
			Total Sanitary Sewer System		\$12,447.54
<u>Water System</u>					
1. 10" Water Pipe	745	LF	\$23.00	50	\$8,587.50
2. 10" Water Valve	5	EA	650.00	50	1,625.00
			Subtotal		\$10,192.50
			10% Engineering & Administration		\$1,019.25
			Plan Check & Inspection Fees		\$459.40
			Subtotal		\$11,671.15
			Less City paid credits		\$989.53
			Total Water System		\$10,701.63
			Subtotal Reimbursable Costs		\$28,867.73
			City Fee for preparation of agreement		\$500.00
			(1% of system subtotals, \$500 minimum)		
			Total Reimbursable Cost		\$29,367.73

	Cost (incl. prorated City fee)	Quantity	Fee
<u>Reimbursement for Street System per Front Foot:</u>	\$5,817.61 /	450.35	\$12.92 per Front Foot
<u>Reimbursement for Sanitary Sewer System per Acre:</u>	\$12,663.14 /	3.51	\$3,607.73 per Acre
<u>Reimbursement for Water System per Acre :</u>	\$10,886.98 /	5.04	\$2,160.12 per Acre
Check Total:	\$29,367.73		

* The percent reimbursable is based on the prorated acreage served by the public sanitary sewer system installed with the Lodi Town Plaza project.



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 4, 1995

Time: 7:00 p.m.

For information regarding this notice please contact:

Jennifer M. Perrin

City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 4, 1995** at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a Public Hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Reimbursement Agreement #RA-95-04 for public improvements in Kettleman Lane and along the west boundary of the Lodi Town Plaza Shopping Center constructed with the Lodi Town Plaza Shopping Center

All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.


If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City Clerk, P.O. Box 3006, at or prior to the Public Hearing.

By Order of the Lodi City Council:


Jennifer M. Perrin
City Clerk

Dated: September 6, 1995

Approved as to form:


John Luebberke
Deputy City Attorney



DECLARATION OF MAILING

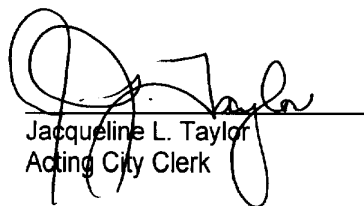
On September 7, 1995 in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a copy of the Notice attached hereto, marked Exhibit "A"; said envelopes were addressed as is more particularly shown on Exhibit "B" attached hereto.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 7, 1995, at Lodi, California.

Jennifer M. Perrin
City Clerk

A handwritten signature in black ink, appearing to read "Jacqueline L. Taylor", is written over a horizontal line.

Jacqueline L. Taylor
Acting City Clerk

CITY OF LODI

CITY HALL, 221 W. PINE ST.
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

TARGET STORES
ATTN JIM THEUSCH AIA
P O BOX 1392
MINNEAPOLIS MN 55440-1392

CITY OF LODI

CITY HALL, 221 W. PINE ST.
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

PHILLIPPI ENGINEERING INC
P O BOX 6556
VACAVILLE CA 95696-6556

95241-1910

E & O ANAGNOS
2449 W KETTLEMAN LN
LODI CA 95242

CITY COUNCIL

STEPHEN J. MANN, Mayor
DAVID P. WARNER
Mayor Pro Tempore
RAY G. DAVENPORT
PHILLIP A. PENNINO
JACK A. SIEGLOCK

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6842

F/k 10/4
H. DIXON FLYNN
City Manager
JENNIFER M. PERRIN
City Clerk
City Attorney

September 26, 1995

SUBJECT: Public Hearing to Consider Reimbursement Agreement #RA-95-04 for
Public Improvements for Lodi Town Plaza Shopping Center


Enclosed is a copy of background information on an item on the City Council agenda of
Wednesday, October 4, 1995, at 7 p.m. The meeting will be held in the City Council
Chamber, Carnegie Forum, 305 West Pine Street.

The Council will conduct a public hearing on this item. You are welcome to attend and
speak at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of
Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail.
Or, you may hand-deliver the letter to the City Clerk at 305 West Pine Street.

If you wish to address the Council at the Council meeting, be sure to fill out a speaker's
card (available at the Carnegie Forum immediately prior to the start of the meeting) and
give it to the City Clerk. If you have any questions about communicating with the
Council, please contact Jennifer Perrin, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Sharon Welch,
Associate Civil Engineer, at (209) 333-6706.



Jack L. Ronsko
Public Works Director

JLR/lm

Enclosure

cc: City Clerk

CITY OF LODI

CITY HALL, 221 W. PINE ST.
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

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PO BOX 1392
MINNEAPOLIS MN 55440-1392